

EMILY P. RICH, Bar No. 168735
TRACY L. MAINGUY, Bar No. 176928
CAITLIN GRAY, Bar No. 305118
WEINBERG, ROGER & ROSENFIELD
A Professional Corporation
1001 Marina Village Parkway, Suite 200
Alameda, California 94501
Telephone (510) 337-1001
Fax (510) 337-1023
E-Mail: bankruptcycourtnotices@unioncounsel.net
erich@unioncounsel.net
tmainguy@unioncounsel.net
cgray@unioncounsel.net

Attorneys for Creditor Engineers and Scientists of California, Local 20, IFPTE

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

In Re
PG&E CORPORATION,
and
PACIFIC GAS AND ELECTRIC COMPANY,
Debtors

| Case No. 19-30088 DM

CHAPTER 11

**EXHIBIT E TO DECLARATION OF
JOSHUA SPERRY IN SUPPORT OF
ESC LOCAL 20'S RESPONSE TO
DEBTOR'S MOTION TO PAY
PREPETITION EMPLOYEE
OBLIGATIONS AND CONTINUE
WAGES AND BENEFITS**

Date: February 27, 2019
Time: 9:30 a.m.
Location: U.S. Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

*All papers shall be filed in the Lead Case,
No. 19-30088 (DM)*

Exhibit E

To Declaration of Joshua Sperry iso ESC Local 20's Response to Debtor's Motion to pay Prepetition Employee Obligations and Continue Wages and Benefits



**Pacific Gas and
Electric Company.**

Robert Joga
Senior Director
Labor Relations

375 N. Wiget Lane, Suite 130
Walnut Creek, CA 94598
925.974.4461

R1-18-05-ESC

June 11, 2018

Joshua Sperry, Senior Union Representative
Engineers and Scientists of California, Local 20
IFPTE (AFL-CIO & CLC)
810 Clay Street
Oakland, CA 94607

Dear Mr. Sperry:

Consistent with proactive communications, effectiveness from standardized work processes, and efficiencies of a more centralized work force, the Company announced its intention to expedite the consolidation and optimization of Electric Mapping. The Company and Union have been meeting to discuss the effects on employees as a result of these changes. The "relocation period" in this agreement refers to May 21, 2018 thru April 1, 2020, and will be administered in two phases.

In accordance with Section 21.9, the Company proposes to make the voluntary incentive offers contained in this Agreement to impacted employees in the affected headquarters as defined below.

1. Realignment and Consolidation Locations:

A. System Center and Distribution Control Center locations:

1. Sacramento System Center
2. Concord DCC
3. Rocklin DCC
4. Fresno DCC

B. Regional Headquarter locations:

5. Concord
6. Salinas
7. Merced

2. Relocation of Impacted Employees to Regional Consolidated Headquarters

- A.** For the purpose of this Agreement, "IMPACTED EMPLOYEE" refers to any regular employee working in the Electric Mapping department in a classification listed below at a location other than those listed in Section 1 above as of May 21, 2018. The Auburn location will be considered an overflow location should the Sacramento System Center reach current staffing capacities. Employees who elect Sacramento System Center may choose to be assigned to Auburn temporarily should additional capacity be needed. Travel time and mileage for this temporary assignment will be paid as if Auburn was the employee's regular office.

CLASSIFICATIONS	SAP Job Code	Pay Scale Group
Principal Mapping Technician - Electric	50010539	3226
Principal Mapping Tech Passed Expert Test – Electric	51577077	3226
Expert Mapping Technician - Electric	51576990	3226
Expert Mapping Tech – Electric Provisional	51641438	3226
Lead Mapping Technician - Electric	50010541	3228
Lead Mapping Tech Passed Expert Test – Electric	51577076	3228
Senior Mapping Technician - Electric	50010543	3230
Senior Mapping Tech Passed Test - Electric	50010545	3232
Senior Mapping Tech Passed Expert Test- Electric	51576995	3232
Mapping Technician – Electric	50010549	3244

- B. At each phase, the Company will determine how many positions are available at each of the consolidated headquarters. No Senior, Lead, Principal or Expert Mapping Technician will be demoted as a result of this process.
- C. Following the execution of this Agreement, and when administratively possible, at the beginning of each Phase (Phase 1 and Phase 2), IMPACTED EMPLOYEES will be provided a list of available options in the form of a voluntary Election Form. All employees who choose to designate their relocation elections will have ten calendar days to consider their options but must return the fully executed form by close of business on the 10th calendar day. Although the decision to commit is entirely voluntary, once the form is returned, the employee's selection will be binding. The Oversight Committee will review cases where employees do not receive or return forms within the time frame, or the employee's elections are not clear, etc.

D. PHASE 1 RELOCATION

- 1) The first phase will provide IMPACTED EMPLOYEES the option to voluntarily elect to relocate to a new headquarters listed in Sections 1A or 1B above by December 17, 2018. The Election Form will designate the employee's commitment to relocate and report to the specified headquarters before December 17, 2018. Assignments will be based upon the employee's seniority and preference of available positions at the new headquarters and within the relocation periods outlined below, and the corresponding incentive payment.
 - i. \$20,000 in exchange for relocation and report to one of either the consolidated System Center or Distribution Control Center headquarters listed in Section 1.A. above, made before December 17, 2018.
 - ii. \$10,000 in exchange for relocation and report to one of the consolidated Regional headquarters listed in Section 1.B. above, made before December 17, 2018.
- 2) The above relocation bonus payment will only be made to those IMPACTED EMPLOYEES who, by accepting the assignment under Section D1) above, have increased their commute by reporting to the new location, and as a result have a commute in excess of either 30 miles or 20 miles in cases where either the employee's home or new headquarters or both are within the Bay Area, defined as the following divisions: San Francisco, Peninsula, De Anza, San Jose, Mission, East Bay, Diablo and North Bay.

- 3) At an employee's request, they will be told if they are eligible for the relocation incentive prior to being asked to sign an election form.
- 4) Assignments will be made to IMPACTED EMPLOYEES in order of seniority, first within the Bid Region and then the System. Senior Mapping Technician Passed Expert Test – Electric, Senior Mapping Technician – Electric, Senior Mapping Technician I – Electric, and Mapping Technician – Electric will be considered the same classification for this purpose.
- 5) Provided a report date of December 17, 2018, can be achieved, the Oversight Committee will endeavor to evaluate employee first choices to relocations in Section 1A who were not originally assigned to their first choice. Employees who were assigned to a successive choice and received a relocation bonus payment to another headquarters in Section 1B will be considered by the Oversight Committee should a vacancy occur that was their first choice. If subsequently assigned to that Section 1A location, they will receive an additional \$10,000 relocation payment as if originally assigned.
- 6) On or before the Phase 1 period ends, the employee will be required to report to the newly designated headquarters that was identified in the Election Form. After the employee relocates and reports to the new headquarters, the employee will receive the appropriate relocation bonus payment as described in Sections C and D. Such bonus payments will be made in one lump sum by the Company within four pay periods after reporting to the new headquarters. If the Company postpones an employee's report date, the employee will still receive the amount of incentive based on the date in their original Election Form, and payment will be made within four pay periods of the original report date.

E. PHASE 2 RELOCATION

- 1) The second phase will begin on December 18, 2018. Phase 2 IMPACTED EMPLOYEES are those IMPACTED EMPLOYEES who did not exercise an option to relocate and were not assigned to a new headquarters during Phase 1.
 - 2) Their Election Form will designate the employee's commitment to relocate and report to the specified headquarters by April 1, 2020. Assignments will be based upon the employee's seniority and preference of available positions at the new headquarters and within the relocation periods but no later than April 1, 2020.
 - 3) Assignments will be made to IMPACTED EMPLOYEES in order of seniority, first within the Bid Region and then the System. Senior Mapping Technician Passed Expert Test – Electric, Senior Mapping Technician – Electric, Senior Mapping Technician I – Electric, and Mapping Technician – Electric will be considered the same classification for this purpose.
 - 4) Phase 2 employees are not eligible for any incentive payments.
- F. Employees reporting to new positions under this process will have preferential return rights under Section 22.3.c in filling the next vacancy in their original or successively lower classification or headquarters or both.
- G. The Company agrees not to implement involuntary layoff under Section 22.3 for the classifications discussed in this Agreement for the relocation period.

H. The Company agrees not to implement involuntary relocations for the classifications covered by this Agreement under Section 22.9 for the relocation period except in the following circumstances:

- 1) Closing of a reporting headquarters/office, or
- 2) Relocations where the resulting commute will be shorter than the employee's current commute, or
- 3) Relocations where the resulting commute for the affected employee is less than 30 miles, or 20 miles in cases where either the employee's home or new headquarters or both are within the Bay Area, defined as the following divisions: San Francisco, Peninsula, De Anza, San Jose, Mission, East Bay, Diablo and North Bay.

I. Employees may be involuntarily relocated outside of their bid region in the following circumstances:

- 1) Relocations where the resulting commute will be shorter than the employee's current commute, or
- 2) The resulting commute for the affected employee is less than 30 miles, or 20 miles in cases where either the employee's home or new headquarters or both are within the Bay Area, defined as the following divisions: San Francisco, Peninsula, De Anza, San Jose, Mission, East Bay, Diablo and North Bay.

J. If an employee is involuntarily relocated and could have received an incentive for voluntarily choosing this move, they will have the option to choose a preferred location as described above, provided that opportunities are available.

K. Only IMPACTED EMPLOYEES as defined in this Agreement will be subject to the possibility of involuntarily relocation under the conditions provided for in this section.

L. Any individual employee may only be involuntarily relocated once during the relocation period, with the exception of closing of a reporting headquarters/office. An employee who accepted an incentive and relocated to a preferred location may not be involuntarily relocated again during the relocation period.

M. Moving Allowance. Employees who are eligible for the Section 22.7 Moving Allowance as a result of relocating to a position in one of the new headquarters will be eligible for an enhanced moving allowance of \$5,000. Employees will not be required to relocate to be eligible for the allowance. Eligible employees will receive the allowance as a flat amount rather than as reimbursement for covered expenses as in Section 22.7.

N. No employee will receive more than one incentive payment except as otherwise provided for in D 5) of this Agreement.

3. Oversight Committee

Company and Union agree to establish Joint Oversight Committees consisting of an equal number of Company and Union representatives. Committee members will be appointed by the Company and Union, respectively.

The Committee will address all unanticipated or implementation issues arising from this Agreement. This Committee will also be responsible for attempting to address and resolve disputes arising from this Agreement prior to a grievance being filed.

Another Committee will be established to meet in ad hoc to discuss storm-related emergency overtime within the Electric Mapping Department.

If you agree, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

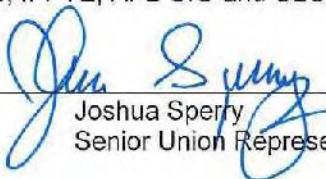
PACIFIC GAS & ELECTRIC COMPANY

By: Clare Icar in behalf of
Robert Joga
Senior Director

The Union is in agreement.

ENGINEERS AND SCIENTISTS OF CALIFORNIA
LOCAL 20, IFPTE, AFL-CIO and CLC

6/12, 2018

By: 
Joshua Sperry
Senior Union Representative